



**Cornell University
ILR School**

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Onteora Central School District and Onteora Administrators Association (OAA) (2008)**

Employer Name: **Onteora Central School District**

Union: **Onteora Administrators Association (OAA)**

Local:

Effective Date: **07/01/2008**

Expiration Date: **06/30/2011**

PERB ID Number: **5859**

Unit Size:

Number of Pages: **20**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AD 13857

EMPLOYMENT AGREEMENT

BY AND BETWEEN

THE ONTEORA ADMINISTRATORS ASSOCIATION

AND

**THE ONTEORA CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION**

FOR THE PERIOD

JULY 1, 2008

through

JUNE 30, 2011

TABLE OF CONTENTS

ARTICLE I	
Preamble	1
ARTICLE II	
Recognition	1
ARTICLE III	
Rights of the Association.....	1
ARTICLE IV	
Negotiations Procedures.....	2
ARTICLE V	
Grievance Procedure.....	3
ARTICLE VI	
Administrative Staff Communications.....	5
ARTICLE VII	
Professional Improvement.....	5
ARTICLE VIII	
Work Year and Vacations.....	6
ARTICLE IX	
Fringe Benefits.....	6
ARTICLE X	
Evaluation.....	14
ARTICLE XI	
Assignments and Transfers.....	14
ARTICLE XII	
Salary.....	14
ARTICLE XIII	
Miscellaneous Provisions.....	15
ARTICLE XIV	
Personnel Files.....	16
ARTICLE XV	
Term of Agreement	16

ARTICLE I

Preamble

The Onteora Administrators Association declares its common interest with the Onteora Central School District Board of Education in the desire to achieve the finest possible education for the children of the Onteora Central School District consistent with the aspirations of the community. It is the Association's purpose to accomplish this desire through the continuation of the cooperative relationship between the Board of Education and the school administrators of the Onteora Central School District.

ARTICLE II

Recognition

The Superintendent hereby recognizes the Association as the exclusive and sole bargaining representative for the Building Principals, Assistant Principals, Director of Pupil Personnel Services and the Assistant Director of Pupil Personnel Services, Director of Physical Education/Athletic Director/Health Coordinator/Dean of Students or individuals serving in such capacity.

ARTICLE III

Rights of the Association

- A. The Association shall have the right to the use of offices or building facilities of the personnel of the Association for the affairs of the Association without prior approval, provided it does not interfere with normal school operation.
- B. 1. Before eliminating or adding a position covered by this Agreement, the Superintendent shall first directly consult with the Association so that their views may be expressed. After consultation with the Association, the affected member shall be given notice in writing not less than 60 days prior to the time the employee's employment with the District it is to terminate. If such notice is not provided, the employee shall be paid two months salary at a rate of 1/240th of their annual salary per day.
- 2. In the event of an employee resigning their position with the District, the employee will give written notification 30 calendar days prior to the effective date of the resignation. If such notice is not given, the employee shall forfeit any unused time accumulations that would otherwise result in a monetary payment to the employee.

- C. Each building and the office of the Director of Pupil Personnel Services shall receive a copy of the agenda for each Board of Education meeting and the subsequent minutes of each Board of Education meeting after they have been approved.
- D. Upon reasonable prior notice to the administration assigned by the District, the Association may conduct meetings in District buildings at times which do not interfere with the instructional schedule and is subject to those Board regulations regarding the public use of buildings.
- E. The Association may distribute printed materials via inter-school mail and e-mails.
- F. The OAA President and Vice President or designee shall be granted an additional five days to be shared between them for Association assistance in implementing shared decision making, teacher mentoring and other mutually agreed upon work; provided, however, that up to 3 such days in the aggregate per school year may be utilized by the OAA President or his/her designee(s) for OAA business. Such time off will be granted by the Superintendent or his/her designee.

ARTICLE IV

Negotiations Procedures

- A. Terms and conditions of employment in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties and after ratification of those mutual agreement(s) by both the Association and the District. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, exchanging relative data, and otherwise constructive considering and resolving any matters which may arise. It is in the interest of both parties that the opportunity for mutual discussion be provided to interpret and/or clarify an article in this Agreement when the President of the O.A.A. and the Superintendent of Schools agree the substance of an article is unclear. Such interpretations and/or clarifications will be written in the form of a "Memorandum of Understanding" which becomes effective when agreed upon by both parties to the Agreement.
- B. No later than January 15th, the parties will enter into good faith negotiations over a successor Agreement covering the following period.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the school district. While no final Agreement shall be executed without ratification by the Association and the Superintendent, the parties mutually pledge that their representatives will be clothed with all necessary

power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

- D. Unless the parties agree otherwise, there will be a two-hour limit for negotiation sessions.

ARTICLE V

Grievance Procedure

A. Definitions:

1. A grievance exists when an employee or group of employees of the Association claims that there has been a violation, misapplication or misinterpretation of an express provision of this Agreement. A grievance shall be submitted within thirty (30) calendar days of when the grievant knew or should have known of the events leading up to the alleged violation. If a grievance is not submitted to arbitration then it will be deemed to have been waived, considered to be null and void and shall not be further processed.
2. An aggrieved person is the person or persons making the claim.
3. A party in interest is the aggrieved person and/or persons who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of the administrative staff. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any aggrieved person having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement.

C. Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum and every effort

should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

1. Level One:

The grievant and/or the Association shall submit the grievance in writing to the Superintendent of Schools. The Superintendent of Schools shall meet with the grievant and/or Association within ten (10) school days of the request. The Superintendent of Schools shall communicate an oral decision within ten (10) school days of having orally heard the grievance.

2. Level Two:

If the aggrieved and/or the Association is not satisfied with the oral disposition of his/her grievance at level one, or if no decision has been rendered within ten (10) school days after presentation of the grievance, the aggrieved may request a written decision on the grievance. The Superintendent of Schools shall render a decision in writing within ten (10) school days of the request.

3. Level Three:

If the aggrieved person is not satisfied with the disposition of his/her grievance at level two, or if no decision has been rendered at level two, then within ten (10) school days after the aggrieved received or would have received a written decision at level two, the aggrieved may file an appeal to the Board of Education within ten (10) school days after a decision by the Superintendent. At the next regular school board meeting after receiving the written grievance, the Board will meet with the aggrieved person or the aggrieved person's representative for the purpose of resolving the grievance. Provided however, at the Board's option it may consider the grievance based upon paper submission(s) in lieu of a meeting. Notice of this option shall be given to the Association at least five (5) business days before the Board meeting at which the grievance is scheduled to be considered. If the Board chooses the option of considering the grievance based upon paper submission(s), the Association may, at its option, submit additional information in support of the grievance up until the Board meeting on the grievance. Failure to submit additional papers at this level shall not preclude any further submissions should the grievance be processed at a subsequent level.

4. Level Four:

If the aggrieved is not satisfied with the disposition at level three, or if no decision has been rendered within ten (10) school days after the Board met to consider the grievance, the aggrieved and/or the Association may, within ten (10) school days after a decision by the Board or in the case of no decision being rendered by the Board twenty (20) school days after the Board met, whichever is sooner, request in writing that the Association submit his/her grievance to

arbitration. The decision to promote a grievance to arbitration shall be made at the sole discretion of the Association.

5. Level Five: Arbitration Procedure –

The District and the Association will attempt to agree upon an arbitrator or, failing such agreement, the Association may file a written demand for arbitration with the American Arbitration Association. Arbitration will then proceed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding.

D. Rights of Administrators to Representation:

Any party in interest may be represented at all levels of the grievance procedure by a person of their own choosing, except that they may not be represented by a representative or an officer of any teacher organization other than the Association. When an Administrator is not represented by the Association at level three, the Association shall have the right to be informed and to state its view in closed session, if so requested.

E. Miscellaneous:

If, in the judgment of the Association, a grievance affects any group within the administrative staff, the Association may submit such grievance in writing to the Superintendent of Schools directly and process such grievance through levels III and IV.

ARTICLE VI

Administrative Staff Communications

The Ontario Administrators Association reserves the right to appoint a representative on any committee when other school employee associations are permitted to appoint.

ARTICLE VII

Professional Improvement

- A. The parties support the principles of professional growth of Association member, participation by Association members in professional organization in the areas of their specialization and participation in community educational projects. If absence from school during school hours is required, approval of the Superintendent must first be obtained.

- B. Acceptance or rejection of such conferences or meeting requests shall be solely within the province of the Superintendent.
- C. The District will provide \$500.00 for each administrator for training, seminars, and/or workshops that are taken collaboratively and encourage administration interdependency.

ARTICLE VIII

Work Year and Vacations

- A. Twelve month Administrators will work the full calendar year and shall receive all legal holidays which apply to teaching and non-teaching employees.
- B. Twelve month Administrators who are tenured shall receive twenty-six (26) vacation days annually. Twelve month administrators who are not tenured shall receive twenty-one (21) vacation days annually. Vacations shall be taken during the Winter and/or Spring recess or during the months of July and/or August (with the exception of the week prior to the opening of school), or when school is in sessions, as may be approved by the Superintendent. Administrators shall be available to attend the Ulster BOCES Principals'/Administrators' Academy and may not utilize vacation on that day; provided, however, that they shall be entitled to notification of the date when the Academy will be conducted within five (5) business days of the District's receipt of notification of said date.
- C. Each administrator will supervise and/or participate in a responsibility relevant to their area of supervision and/or instruction at the discretion of the Superintendent.
- D. Effective July 1, 2005, each administrator shall be permitted to buy back up to five (5) unused vacation days per year at a buy back rate of three hundred and fifty dollars (\$350) per day. The cash back payment shall not be added to the base salary.

ARTICLE IX

Fringe Benefits

- A. **HEALTH INSURANCE**
 - 1. Effective July 1, 2008, unit members shall contribute 8% towards the cost of individual and family health insurance premiums; effective July 1, 2009, unit members shall contribute 9% towards the cost of individual and family health insurance premiums and effective July 1, 2010, unit members shall contribute

10% towards the cost of individual and family health insurance premiums. Employees hired after December 6, 1999 must be regularly scheduled to work .75 of the work week to be eligible for a District contribution for health insurance benefits.

Health insurance coverage shall be extended to domestic partners subject to the limitation and restrictions and eligibility requirements provided by the plan in which the employee participates.

2. The District's contribution to the individual and/or family cost for premium to an HMO (Wellcare, MVP, etc.) will be limited to the maximum dollar amount of the DEHIC Alternate PPO. Additionally, the District's contribution shall not exceed ninety-two (92%) of the premium for the HMO premiums for individual and family coverage effective July 1, 2008; ninety-one percent (91%) of the HMO premiums for individual and family coverage effective July 1, 2009; and ninety (90%) of the HMO premiums for individual and family coverage effective July 1, 2010.
3. Except as otherwise provided in Section A below, it is agreed that members of the unit represented by the OAA for all regular administrative personnel may direct the District to remove themselves from health insurance coverage in exchange for a payout under the following rules:
 - a. All selections and request for reinstatement shall be in writing.
 - b. Employees electing to waive insurance coverage shall demonstrate to the satisfaction of the Business Office that they have adequate alternative coverage.
 - c. Except for married couples both working for the District (see Section 4 below), employees opting to waive coverage and receive a payout in lieu of insurance shall be entitled to an annual payment as follows:

\$2,200 Family, \$1,700 Individual.
 - d. Employees with drawing for a full year as of July 1st will be paid half the amount in December and half the amount in the following June. Payments will be made in December and June following withdrawal. Employees withdrawing at other times will receive pro rata payment.
 - e. Any individual electing this option may revert to the plan of previous enrollment subject to the provisions of each individual plan.
4. Health Insurance buyout will be mandatory for District employees whose spouse is also a District employee. The employee opting out of family

coverage will receive two thousand four hundred dollars (\$2,400.00). The employee will not be eligible for individual coverage. Employees who withdraw after the start of the school year in September will receive pro rata payments.

Employees withdrawing for a full year as of July 1st will be paid one third of the amount in December and the remaining two-thirds of the amount in the following June. Payments will be made in December and June following withdrawal. Employees withdrawing at other times will receive pro-rata payment.

5. Retirees and employees who become ineligible for the buyout because of death or divorce will be immediately reinstated to the district health insurance plan or HMO option. The reinstatement of the retiree or employee will cause the buyout to be prorated for that year.
6. Health insurance coverage for employees resigning at the end of the school year shall be terminated as of August 31st of that school year.

B. PAYROLL SAVINGS

Tax sheltered annuities are available for any administrative staff member upon request to the District prior to November 1st. Payments for these annuities shall constitute a reduction in salaries as authorized by the staff members and will be deductible automatically by the School District from each paycheck. The District will select one company to serve as forwarding agent. The District will offer an IRS Code Section 457 Plan effective in the 2005-2006 school year.

C. HEALTH INSURANCE – RETIREES

Upon retirement, the District will pay 100% (individual) and 50% (family) of the premium cost of the health insurance plan for administrators who have been with the District for a minimum of five (5) years prior to retirement.

D. SICK LEAVE

Twelve (12) month administrators shall be granted eighteen (18) sick leave days per year for personal sick leave or immediate family illness, and be permitted to accumulate a total of 250 days. For the purpose of sick leave, immediate family shall be defined consistent with the Family and Medical Leave Act ("FMLA"). Unit members will not have to fill out any forms for family illness use, but must state whether such absence is for personal illness or family illness. Each year, the eighteen (18) sick leave days will be credited to each returning unit member. Any unused sick days will be accumulated, however, accumulated sick leave may only be used for personal illness. Medical check-ups or annual physical examinations are not considered as "sick

leave." Upon request, the District will provide a statement of the number of sick leave days credited to such unit member and the same shall be furnished orally or in writing at the unit member's election.

E. SICK LEAVE BANK

Administrators may be allowed to contribute up to two days from their accumulated sick leave to the Sick Leave Bank. Only contributing employees may be members of the Bank. The Bank shall be for use in cases of prolonged serious illness or injury after accumulated sick leave has been exhausted. There shall be automatic renewal when the Bank is exhausted and use by an individual is limited to sixty (60) days per school year. A committee of three administrators and three employees shall regulate withdrawals, additions and the general use.

F. PAYMENT FOR UNUSED SICK LEAVE

Any employee eligible for retirement shall be paid for all unused sick leave days upon retirement from the District according to the following formula:

Payment for Unused Sick Leave upon Retirement:

<u>Num. of Acc. Days</u>	<u>Payment Amount Per Day</u>
0-75	\$0
76-100	\$53
101-125	\$68
126-175	\$88
176-200	\$113
200-max 250	\$116

G. BEREAVEMENT LEAVE

Association member will be permitted five (5) days emergency leave with pay, per occurrence, for death of husband, wife, domestic partner (as defined by the DEHC) child, father, mother, sister, brother, step-parent, step-child and grandchildren. A maximum of three (3) emergency leave days per year with pay shall be granted for death of non-immediate family as follows: father-in-law, mother-in-law, sister-in-law, brother-in-law, and employee's grandparents, uncle and aunt. A maximum of three (3) emergency leave days per year with pay shall be granted for death of a domestic partner's (as defined by the DEHC) father, mother, sister, or brother.

II. RELIGIOUS LEAVE

Up to three (3) non-cumulative religious leave days per year will be granted with full pay where absence from work is a tenet of the employee's faith and upon written request to the Superintendent of his/her designee at least ten (10) working days in advance of such leave.

I. SPECIAL LEAVE

Each administrator shall be granted two (2) days with pay for conducting personal business that can not be conducted at any other time. Special leave is not to be considered as vacation time. It implies that the situation warranting use of these days is considered to be more important than the professional's responsibility to the School District.

J. JURY DUTY AND LEAVE PURSUANT TO SUBPOENA

1. Absence from duties necessitated by subpoena of any court or any official body having the legal power to compel attendance shall not be charged to any form of leave and salary shall be paid in full. Where actions are brought against the District by OAA, this provision shall be limited to only those subpoenas which are necessary.
2. Any employee subpoenaed will be paid his/her regular salary while serving as a juror, provided that within five (5) business days of completing the jury assignment, the employee submits documentation from the court substantiating the absence.

K. SERVICE LEAVE

Any regular employee requesting leave as a member of any armed forces will receive a leave of absence with full employment rights at the termination of such duty. This shall exclude voluntary service in excess of four (4) years.

1. They will be given one (1) year of service credit for each year in the Armed Forces.
2. Tenure rights or probationary credit when leave is taken
3. A similar position to that left will be given them upon return

Regular employees who are duly qualified members of their reserved component of the Armed Services will receive, in addition to their normal vacation, a leave of absence consistent with New York State Military Law Section 242.

L. LEAVES OF ABSENCE

1. Parental Leave of Absence

An unpaid leave of absence shall be granted to an employee for the purpose of child rearing as follows:

An employee shall be entitled upon requests to a leave to begin within one year of delivery or adoption of a child. Said employee shall notify the Superintendent or his/her designee in writing of intent to take such leave and, except in case of an emergency, shall give such notice at least thirty (30) days prior to the date on which said leave is to begin.

Any employee, who is granted such leave of absence pursuant to Section 1 above, shall have the following re-employment rights:

- a. An employee shall be returned to the same position or a similar position and within the employee's own areas upon sixty (60) days notice to the District of the intent to return. Said return shall be at the beginning of a semester unless by mutual agreement.
 - b. Child care leave of up to one (1) year shall be allowed to all employee's with rights to extend for one (1) year more.
 - c. Upon return to service an employee shall have restored the same benefits accrued at the time the leave commenced.
 - d. All employees on long term leave shall notify the District of their return no later than 60 days prior to the expiration of the leave.
2. Parental leave policies shall be consistent with current Federal and State Laws.
3. It shall be assumed that when leave is granted for a period of time as requested by the applicant for such leave, a mutual contract shall be deemed to exist between the District and the employee as to the time of leave.

It is understood, however, that such mutual contract shall be open to review by the Board where undue hardship exists on behalf of the employee. An undue hardship shall include, but is not limited to, termination of pregnancy, death, or any other reason that would necessitate the employee returning to work.

M. OTHER LEAVES

Unit members receiving an academic honor for study or research shall be granted a leave of absence without pay for the term of such program, but not to

exceed two (2) years. They shall be advanced on the salary schedule, as if they had remained in the District.

1. All members of the bargaining unit are eligible.
2. Leave granted on a fulltime basis for up to one year. The District may extend for up to one additional year.
3. Purpose: Normally granted for academic honors, grants, research, academic or instructional programs, election to public office, authorized plan approved by any corporate or governmental institution or medical leave (not subject to any other provision of this agreement). The Board may also grant leaves for any other reason specified herein. The decision of the board shall be final.

N. GENERAL LEAVE NOTIFICATION

All employees on long term leave shall notify the District of their return not later than 60 days prior to the expiration of the leave.

O. HOLIDAYS

The following holidays are granted with pay, per school calendar for the duration of this contract: Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day following Christmas (2 days), New Year's Day, Martin Luther King Jr. Birthday, President's Day, Good Friday and Memorial Day.

P. WORKERS' COMPENSATION

In the event a unit member is injured while at work and Workers' Compensation covers the injury, the members shall receive, for the first seven (7) days of time lost from work due to such injury, the difference between the amount paid by Workers' Compensation and his/her regular salary. Thereafter, the District shall apply sick leave time to the extent of the employee's accumulation and current allotment of sick leave days. The District shall then be entitled to receive the advanced wage payment reimbursement from the Workers' Compensation insurer for all days for which sick leave have been paid. Upon receipt of the reimbursement from the Workers' Compensation insurer, the District shall reinstate sick leave days on a pro-rate basis (i.e.: the value of the reimbursement divided by the per diem rate of pay shall equal the percentage of sick leave).

- Q. Administrators will receive \$300 each year for the life of the contract to be applied to the administrators benefit package to be used to offset the cost of disability insurance for the administrator, the balance to be paid by each individual administrator.

R. RETIREMENT INCENTIVE

If during the term of this Agreement, any member who: (a) has at least five (5) years of service as an administrator, within the Ontario School District; and (b) is eligible for retirement with the Teachers Retirement System (TRS) without penalty, submits an irrevocable letter of resignation for retirement purposes to the Superintendent by December 1st of the school year in which the retirement is effective, the member shall receive a retirement incentive as per the following schedule:

2008-2009	\$31,000
2009-2010	\$32,000
2010-2011	\$32,000

The employee shall receive the retirement incentive payable within one month following the end of the school year in which the retirement is effective as an Employer non-elective contribution into an IRS 403(b) non-elective tax sheltered annuity plan and/or a 457 plan within the allowable IRS rules and limitation for the benefit of the retiring administrator.

S. WELFARE PLAN

The OAA will maintain membership in the OTA Benefit Trust. The District will fund the OTA Benefit Trust plan for the OAA current membership at the same levels that members of the OTA Bargaining Unit are funded during the 2008-09, 2009-10 and 2010-11 school years.

The District shall make payments to the funds semi-annually; one-half on October 1st and one-half on December 15th, for the total amount.

T. CONFERENCES AND TRAVEL ALLOWANCE

1. Attendance at and participation in conferences, workshops, conventions, and similar meetings are a vital part of the professional person's development and progress in the field. All professional personnel should be encouraged to attend such meetings. However, requests for attendance must be filed with the Superintendent one month in advance, when possible.
2. The District shall pay all reasonable and necessary costs of rooms and meals. If the cost of a hotel room is not approved in advance the total per diem rate will not exceed \$62 per day for single accommodations and \$55 per person for double accommodations when two or more individuals are attending. Meal allowances shall be paid on appropriate receipts in amount not to exceed \$50 per day, except when a conference is held in New York City, then \$60 per day [inclusive of tip money].

3. To obtain reimbursement, participants shall procure the proper receipts and payment proofs to comply with the New York State Department of Audit and Control directives. Reimbursements for expenses shall be made upon presentation of such proofs of payments.
4. The mileage rate for use of private transportation will be the IRS mileage rate in effect as of July 1st of that contract year.

ARTICLE X

Evaluation

- A. A minimum of one written evaluation, with conference, will be provided annually by the Superintendent or his/her designee for each Principal. All other building administrators, including Directors, will be evaluated by their Building Principal. All evaluations shall be on a form consisting of a narrative and a rubric that shall be developed in consultation with the Association by the Superintendent of Schools.

ARTICLE XI

Assignments & Transfers

- A. Notice of an involuntary transfer or reassignment for the following year shall be given to administrators when possible.
- B. An involuntary transfer or reassignment shall be made only after a meeting between the administrator involved and the Superintendent at which time the administrator will be notified in writing of the reasons therefore.

ARTICLE XII

Salary

- A. Annual salary percentage increases for members of the bargaining unit who worked during the previous school year are as follows:

2008-2009	3.5%
2009-2010	3.5%
2010-2011	3.5%

- B. Effective July 1, 2008 administrators that achieve tenure during the life of this contract, or will attain tenure status in the District in the following year, shall receive a \$3,500.00 tenure payment in the year following the achievement of tenure. Those administrators who previously received tenure while in the bargaining unit shall receive a \$500.00 adjustment to base following the application of the annual salary increase for the 2008-09 school year. This amount will become a permanent part of their salary.
- C. The Summer stipends for the two Summer School Principal positions (Summer Prep School Principal and Summer Pre-K Principal) are at the rate of \$2,750.
- D. Longevity for administrative service with the Ontario Central School District shall be paid as follows, effective July 1, 2008:

5 years	\$500
7 years	\$1,000
10 years	\$1,500
15 years	\$2,000
20 years	\$2,500
25 years	\$3,000
30 years	\$3,500

Longevity shall not be cumulative, shall not be added to base pay and shall be paid based upon years of administrative service with the Ontario Central School District.

- E. Effective with the 2006-2007 school year, administrators with a doctoral degree shall be paid an additional \$2,000 per year.
- F. Effective with the 2008-2009 school year, the Coordinator of Elementary Education shall be paid an additional \$3,750 per year.

ARTICLE XIII

Miscellaneous Provisions

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement. Before the Board adopts a change in personnel policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement, the Association will have the right to be consulted on such items.
- B. If any provision of this Agreement or any application of the Agreement to any administrative staff member or group of administrative staff members shall be found

contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

- C. The Board of Education shall provide one copy of this Agreement to each administrative staff member employed for the school year covered by this agreement.
- D. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XIV

Personnel Files

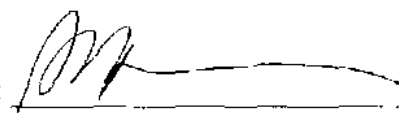
- A. All materials in the personnel folder shall be open to the scrutiny of the member, excepting letters of recommendation.
- B. The member shall have the privilege and right to submit a written reply to any material in his/her personnel folder. His/her answer shall be reviewed by the Superintendent, then attached to the appropriate material and placed in the folder.

ARTICLE XV

Term of Agreement

This Agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2011.

ON BEHALF OF ASSOCIATION

BY: 
President

DATE: 20 March 09

ON BEHALF OF ONTEORA
CENTRAL SCHOOL DISTRICT

BY: 
Superintendent of Schools

DATE: March 20, 2009

